

**NTS SERVICES CORP.**

**V.**

**Docket No. 12-0116**

**NTS SERVICES CORP.**

**April 5, 2013**

1    **Introduction**

2

3    **Q. Please state your name and provide your business address.**

4    A. My name is Sue Scott and my business address is 205 Enterprise Dr., Pekin, IL  
5    61554.

6

7    **Q. On whose behalf are you submitting testimony?**

8    A. I am submitting this testimony on behalf of my employer, NTS Services Corp.

9

10   **Background**

11   **Q. Please describe your educational and professional background.**

12   A. I am a Pekin Community High School graduate. I was employed by NTS Services  
13   Corp. in September 2002 as an Administrative Assistant to CEO Dan Johnson. In 2008, I  
14   started working for the telecommunications and Internet services division of the  
15   company. My duties included ordering new loops for telephone and digital subscriber  
16   line (“DSL”) Internet service, scheduling installs and billing. In 2010, I became General  
17   Manager for the telecommunications division. My duties include day to day operations  
18   such as overseeing new orders, installs, billing and customer service.

19

20   **Q. Is there anybody at NTS with more hands-on experience in working with**  
21   **CenturyLink’s ordering and billing systems?**

22   A. No. I am responsible for all day to day operations for NTS and am the direct interface  
23   between NTS and CTLs’ systems.

24 **Q. Have you previously presented testimony before the Illinois Commerce**  
25 **Commission?**

26 A. No I have not.

27

28 **Q. Have you read the responses to NTS' complaints provided by CenturyLink?**

29 A. Yes I have.

30

31 **Q. Before you begin describing the factual basis for the Complaint, what was your**  
32 **initial reaction to CenturyLink's Verified Response?**

33 A. I take exception to certain parts of their Verified Response, especially statements in  
34 the Introduction, which are totally false. I couldn't believe that CenturyLink claims that  
35 NTS has self-inflicted all the problems NTS detailed in the Verified Complaint.  
36 Particularly given that CenturyLink is clearly at fault, and has even admitted and  
37 apologized for many of the claims.

38

39 NTS followed the guidelines in the previous interconnection agreements ("ICAs") and  
40 continues to do so with the present Interim Agreement. We have always worked with  
41 CenturyLink in good faith, and the Verified Answer seeks to shift all the blame for delays  
42 and failures on NTS. I don't believe NTS puts unreasonable expectations on  
43 CenturyLink. NTS is able to prove each item in the complaint either by correspondence,  
44 or direct testimony. After sending formal letters to them, talking to different  
45 CenturyLink employees in many different states, and participating in conference calls  
46 trying to resolve these issues in a professional manner, they basically just buried their

heads in the sand and denied everything or just said they were unaware of any of it.  
CenturyLink is not taking any of these issues seriously.

There seems to be a major problem in the systems that CenturyLink has used and is using in ordering, billing, dispute resolution, and even in CenturyLink employees' system for interacting with NTS. We understand that with all the integration that CenturyLink has done after purchasing three other three major telecommunications carriers in the past few years that there would be some problems, but it should not be affecting NTS (its customer) as much as it has. We are a small company with limited resources and we should not have to be spending this many man hours chasing and trying to resolve CenturyLink's issues simply because of their lack of success in fixing its systems.

I don't believe that all of the people at CenturyLink behave in an unprofessional and anti-competitive way. I have worked with some very professional people at CenturyLink and they have been very helpful, but if everyone is not on the same page concerning NTS issues, then our problems will continue to fall through the cracks at the expense of NTS, its customers, and competition in Illinois.

**Q. Which systems or processes are you most concerned about?**

A. For one, they have changed the systems that CenturyLink employees use to access when NTS communicates with these employees and will not integrate our old circuit identification numbers ("circuit ID") originally assigned by Gallatin River, CenturyTel and CenturyLink into the new system. This affects our ability to cancel and call in repair

70 tickets on the old circuit IDs. When we call in trouble tickets they cannot find the circuit  
71 ID because they do not correspond to anything in their new system. It is very frustrating  
72 to us when we have to go through and explain what is wrong every time we talk to  
73 someone about one of our circuits because they can't find it in the new system. This  
74 causes delays in repair service which results in longer repair times and customer  
75 frustration. The various account managers have never followed through to help resolve  
76 this.

77  
78 **Q. Have you attempted to help CenturyLink resolve this issue?**

79 A. Yes we provided our account representative with a list of all our circuit IDs and  
80 expected them to convert our current circuits into its new system. See Attachment 1  
81 They never did anything to our knowledge. This is information they should have had  
82 since they originally assigned the circuit identification numbers. What happened with  
83 transitioning the old information into the new systems? Someone obviously dropped the  
84 ball as far as NTS' information is concerned. In a normal customer-supplier relationship,  
85 it would be totally bizarre that the customer has to suffer because the supplier can't get its  
86 system to recognize the customer's accounts or circuits. This is especially tragic after the  
87 supplier decides to change its systems and then holds the customer responsible for the  
88 supplier failing to move the customer's information to the new systems properly. See  
89 Attachment 1

90  
91 **Q. What other issues with their processes or systems are troubling?**

92 A. Either they deliberately over-charge for electronic ordering in the hope that it won't be  
93 caught, or its systems or billing can't differentiate between manual ordering and  
94 electronic. We were being charged the higher manual rate when issuing electronic  
95 orders. Again, we don't really know what is happening with this, but NTS' resources then  
96 have to be devoted to the resulting billing disputes because of a systems problem on  
97 CenturyLink's side.

98  
99 **Q. You mentioned trouble working with some CenturyLink employees in resolving**  
100 **issues. Can you give some examples?**

101 A. Yes I can. We have had very little success in even getting our account managers to  
102 return calls or even to respond to e-mails. When they do respond, they are often snippy  
103 and rude. During conference calls, some of the CenturyLink folks seem to be very angry  
104 and argumentative rather than simply cooperating to fix an obvious problem. When we  
105 tried for over four years to explain our issue concerning our circuit ID problem, where  
106 their new system won't recognize NTS existing circuits for purposes of making changes,  
107 or even in reporting trouble, we were simply shuffled around from department to  
108 department. Our account manager for the past two years, Susan Smith, has not been  
109 helpful. She only corresponds with NTS when seeking money for one thing or another.

110  
111 **Q. Can you provide another example?**

112 A. Yes. After we thought we had reached an agreement with CenturyLink during a  
113 November 19, 2008 meeting with the Commission Staff and CenturyLink on refunding  
114 the pre-qualification charges, someone in Monroe, Louisiana at CenturyLink

headquarters decided that they didn't really want to refund what NTS considers bogus charges and had all of NTS' disputes denied. See Attachment 2 While there are some helpful, dedicated people at CenturyLink, these other folks are not very helpful people.

**Q. CenturyLink's response to the question of loop qualifications are covered in the Verified Answer's paragraph items 17, 18, 19, 20 and 21. How would you respond to the response regarding this issue?**

A. The 2006-2008 ICA Agreement between NTS and Gallatin River clearly states that within three days of receiving a prequalify request from NTS, Gallatin River (now doing business as "CenturyLink") will report data on the loop(s), length of loop, number of load coils and number of bridge taps. We were required under this ICA to prequalify each loop ordered at the cost of \$15.25. If we did not send in a prequalification, it would cost NTS an additional \$10.00 on the Service Order charge per Attachment 6, Section 3, Table 1 of the ICA.

Before CenturyTel took over in 2007, we could submit up to ten prequalify requests per e-mail and the rate would be \$15.25. After the acquisition by CenturyTel, NTS was required to pay CenturyTel \$15.25 per loop order no matter how many requests were on the email. Pre-qualification of the loop is a service that was offered to NTS in its interconnection agreement under both the pre-CenturyTel Gallatin River before 2007 and after it was purchased by CenturyTel after 2007.

137 **Q. Have you reviewed the CenturyLink Wholesale Guidelines Preorder Loop**  
138 **Qualifications Guide?**

139 A. Yes. See Attachment 3

140 **Q. Has CenturyLink followed this guide when you attempt to process an order for a**  
141 **NTS customer?**

142 A. No.

143

144 **Q. How have CenturyLink's practices diverged from the guide?**

145 A. Loop lengths and bridge taps cannot be determined by Mapquest, for example.

146

147 **Q. Did the process change for pre-qualification in addition to the pricing?**

148 A. Yes. During negotiations prior to 2007, our President and one of our telephone  
149 engineers were shown how they pre-qualified the loop. See Attachment 4, Verified  
150 Statement of Fred Miri – then President of Gallatin River in 2006 during ICA renewal  
151 negotiations. That service which NTS paid for involved physically looking at plant  
152 records in order to determine as accurate a measurement of loop length from company  
153 plant records as possible, and also a determination of the presence of any bridge taps and  
154 load coils. See Attachment 5 for examples of this procedure.

155

156 What CenturyLink began doing without notifying NTS was using the Internet-based  
157 driving direction program MapQuest to provide an estimated loop length when NTS was  
158 required to order a pre-qualification with its loop order. See Attachment 6. In



CenturyLink's response, they acknowledge that MapQuest was used and suggest that such a process is industry standard.

**Q. Why was the accuracy of the loop length important?**

A. NTS uses different types of DSL equipment depending on how far away the end user customer's premise is located. We need to tailor the equipment to the physical plant.

**Q. Can you cite an example?**

A. Yes I can. We were given the results of one pre-qualify in Manito as having a loop length of 12,000 feet which would be fine for our normal DSL equipment. After the tech drove 12 miles to try and install the service for the customer, it would not work because as we later found out the actual loop length turned out to be 19,000 feet. We had to reconfigure the customer with different more expensive equipment later after finding out the true loop length. This caused days of delay, many man hours, and customer frustration before finally getting an acceptable installation. This was the result of the difference between actual plant records that would have been accurate and what NTS was given from the MapQuest driving directions that CenturyLink provided us. See Attachment 7.

**Q. What else was happening after CenturyLink started using the MapQuest method of loop measurement?**

A. We started getting issues with the quality of the signal in providing Internet service to our customers and many times we could not achieve a quality signal. This was especially

182 true in places like Manito with extended loop lengths and the attendant bridge taps and  
183 load coils. Sometimes these issues can be overcome with more expensive equipment, but  
184 we were not being given the correct information in the pre-qualifications to determine  
185 what was needed upfront. Moreover, it is critical to know the existence of bridge taps  
186 and load coils because they must be removed in order for the DSL equipment to function.  
187 This caused installation delays, customer frustration and a feeling that CenturyLink was  
188 undermining our efforts.

189  
190 **Q. How and when did you find out that the method you assumed was being used for**  
191 **loop pre-qualifications had changed?**

192 A. After many frustrating installation issues involving the incorrect loop lengths we  
193 asked John Wood a CenturyLink supervisor to check the loop length on one and were  
194 told that the mileage was correct per MapQuest. When asked why they were using  
195 MapQuest instead of looking up plant records, they informed us that they were told to do  
196 it this way by management.

197  
198 **Q. Did NTS complain?**

199 A. Yes we did. We told them that during the ICA negotiations we were assured that we  
200 would get accurate loop pre-qualifications using real plant records. See Attachment 8.

201  
202 **Q. Did they then agree to go back to the method you understood when NTS signed**  
203 **the ICA?**

204 A. No they refused and just stated that this was the way they were instructed to do it.

205 **Q. When did they finally agree to go back to the method you understood by looking**  
206 **up loop lengths in actual plant records?**

207 A. They only agreed to do that after the meeting with Illinois Commerce Commission  
208 (“ICC”) Staff in November of 2008 in Springfield. See Attachment 8, note 11. We  
209 suspect that they were a little embarrassed during the meeting and they agreed to return to  
210 the method that we had been assured of during our ICA negotiations and in the meeting  
211 they agreed to refund the pre-qualification charges –which they later reneged on.

212  
213 **Q. What else happened in the meeting with Staff?**

214 A. This issue was one of the items we asked the ICC Staff to try and informally mediate.  
215 We explained to Staff that while in very few cases the driving directions may somehow  
216 come close to the actual mileage in a cable run, that in most cases physical plant hardly  
217 ever follows the shortest distance given to us by CenturyLink in the MapQuest driving  
218 directions. We also brought up the fact that even if CenturyLink was proposing to  
219 change the process and method of how it provided this service it was charging NTS for,  
220 that it had an obligation to inform NTS prior to doing so especially since this new method  
221 was obviously nowhere close to being as accurate as the actual plant records. The  
222 CenturyLink employees in the room and the ICC Staff agreed with us on this issue.

223  
224 **Q. What other issues were discussed in that meeting with ICC Staff?**

225 A. The other issue we had was a problem which concerned the sub-loop product we had  
226 negotiated with Gallatin River in which NTS could purchase a substantially lower priced  
227 loop from a remote where NTS was co-located. The only requirement to get the lower

price was that NTS was required to provide leased transport from the remote back to the host which NTS had already done. The reduced rate was already in the CenturyLink billing system and more importantly was part of our interconnection agreement. CenturyLink didn't like the rate and arbitrarily just cancelled that rate element. See Attachment 9.

**Q. Did they ever give notice that they were changing the process or method of the way you understood pre-qualifications had been done prior to 2008?**

A. No they did not. We found out when one of the local supervisors admitted it when we found the loop length was 5000 feet off.

**Q. Would NTS have paid for a pre-qualification charge had it known that CenturyLink was using MapQuest?**

A. Absolutely not. If we wanted inaccurate measurements or approximations we could have done the exercise with MapQuest ourselves. We thought we were paying for accurate telephone plant records. Had we known what they were doing we never would have ordered this non-service, let alone paid for it. Our position is that we had a right to know prior to CenturyLink changing the method to determine the way the measurement was done. They never bothered to tell us.

**Q. At this meeting with ICC Staff and CenturyLink did you feel there was an agreement on this issue?**

250 A. Yes, as I stated previously, we walked away thinking that they would issue credit for  
251 the pre-qualifications undertaken using MapQuest. We found out this began as early as  
252 the beginning of 2008 and lasted until just after the meeting in Springfield in November  
253 2008. That equates to two years of this practice during which, if they had they notified us  
254 how they were doing it, we never would have ordered any pre-qualifications.

255

256 **Q. Were any conditions attached to CenturyLink refunding the charges during this**  
257 **meeting?**

258 A. No there was not. Why would there be? They were charging us for a non-service and  
259 everyone at that meeting knew that. We only found out that they had a change of heart  
260 on crediting the charges when our disputes were denied months later.

261

262 **Q. CenturyLink claims that it is denying any refunds because they generally found**  
263 **that most of the orders were completed on time as far as loop installation goes. How**  
264 **do you respond to this?**

265 A. As I stated previously, NTS uses different types of equipment depending on loop  
266 length and other factors. When the loop length is incorrect, delays occur in NTS'  
267 scheduling and equipment selection, causing delays after CenturyLink has installed the  
268 loop. The fact that in some very few cases they installed the loop on time has nothing to  
269 do with providing NTS with inaccurate information. They miss the point completely in  
270 responding in this manner.

271

272 While we disagree that they install loops on time, this has nothing to do with  
273 CenturyLink providing the incorrect information on the loop to NTS. The reason we pre-  
274 qualify is to ensure that the loop can be configured properly to provide service to NTS  
275 customers. Even in the rare event of CenturyLink installing the loop on time, the  
276 information we relied on to be correct was delaying our installation after the fact. These  
277 after the fact delays could have been avoided had CenturyLink simply notified us that  
278 they no longer were providing the actual loop length information. The end result was  
279 inaccurate information, delays after the fact, and that NTS was paying for and not  
280 receiving the service it thought it was getting.

281  
282 **Q. In one of its responses CenturyLink claims that MapQuest is a legitimate**  
283 **method of determining loop lengths. How do you respond to that?**

284 A. As I stated before, plant cables were in place long before there were satellite-based  
285 driving directions. Cables cross streets many times before there is a turn indication in  
286 MapQuest. It may give a reasonable estimate at times, but any reasonable person with  
287 knowledge of telephone plant placement cannot believe it is as accurate as actual plant  
288 records. Our experience in the two years proved that we must have been were given  
289 inaccurate information due to the degradation of service levels. Again, if they had  
290 bothered to notify us that they were changing the way the service was being provided we  
291 would not have agreed to it.

292  
293 **Q. Did NTS dispute these charges as requested?**

294 A. Yes we did. The disputes were denied with CenturyLink saying that they followed  
295 the guidelines per ICA but I am still puzzled on how they determined how many load  
296 coils and bridge taps were involved using MapQuest. We suspect they guessed on the  
297 number of load coils and bridge taps as we are well aware that MapQuest does not store  
298 that kind of information. NTS wound up being overcharged again.

299

300 **Q. Did CenturyLink process and refund the charges?**

301 A. No. CenturyLink seemed to have changed its mind as soon as they walked out of the  
302 meeting in Springfield. They denied our disputes later claiming there was nothing wrong  
303 with the procedure.

304

305 **Q. In CenturyLink's response in B – Inaccurate Loop Labeling at MPOE, covered**  
306 **under its paragraph numbers 22, and 23. What is your response?**

307 A. The problem with them not tagging minimum points of entry ("MPOE") is the fact  
308 that NTS is not allowed access to the pedestals at the MPOEs or any pedestals belonging  
309 to CenturyLink. Without CenturyLink tagging a line on the outside of the pedestal in a  
310 NID we would never know if the line itself was linked to the complex if it isn't toning  
311 properly from one of our remotes. Also without them tagging the lines coming out of the  
312 complex if they run directly into a pedestal, we have to gain permission from the complex  
313 owner to drill and run a new line.

314

315 **Q. Please explain how that works in practice.**

316 A. For example, if at one residential location there exists CenturyLink phone service but  
317 NTS DSL, and that loop does not have continuity from NTS' collocation and the loop is  
318 not tagged, we will not know which copper pair is ours. Rather than risk disconnecting a  
319 CenturyLink telephone customer (unlike what CenturyLink technicians do) we have to  
320 delay our installation. This wastes resources and causes unnecessary truck rolls by NTS  
321 and CenturyLink field technicians not to mention service delays to the customer.

322  
323 We at NTS do not have access to all of CenturyLink's data regarding their loops they  
324 have running to all of their customers so we could not possibly know which loops are  
325 currently active customers of theirs. We also do not have access to their equipment in the  
326 central office or other remotes to verify what pins are currently active for customers. If  
327 there is not a tag or a NID at the MPOE it is going to be delayed due to NTS not having  
328 permission to access the pedestal to track down the line that may or may not have been  
329 connected from the remote to the MPOE. See Attachment 10.

330  
331 To appreciate the problems in the field caused by not tagging a MPOE, one would need  
332 to speak with CenturyLink's local field supervisors like John Wood for the Pekin, Illinois  
333 area and field technicians. In reading the CenturyLink response, we feel that there is a  
334 lack of understanding what actually happens in reality. See Attachment 15.

335  
336 **Q. CenturyLink's answer to the issue of CenturyLink technicians using NTS loops**  
337 **to provision CenturyLink customers is found in item number 24 of its Verified**



**Response. CenturyLink denies that it has done so, but admits to one instance of “human error.” What is your response?**

A. This happens far more than CenturyLink is willing to admit. Since most of NTS customers are broadband customers with no “dial tone” on the line, CenturyLink technicians searching for a “good” pair will use an NTS customer line to “repair” the CenturyLink customer’s bad pair. It seems to us that if they would do some routine maintenance to fix its bad pairs then the technicians would not have to be searching for any available pair. It also sheds light on how poor the plant records must be if technicians have to clip a headset on pair after pair to see if they can find a “spare good pair.” CenturyLink’s field work is not getting any better.

We have found instances and taken photographs of improper NID placements (for example on second floor eaves), homes with two NIDs, CenturyLink exposed drop wire running along and wrapped around premise fences, and improper grounding. See Attachment 11 Doesn’t anyone inspect this work? When they do this it has caused us to report our customer line out of service and wait while they try and find a new pair for our customer to replace the one they stole. This was pointed out to CenturyLink in a formal letter from our President to CenturyLink. See Attachment 12. In fact, this has even been a problem at our President’s house.

**Q. In Section C paragraph 26, CenturyLink’s response to the inaccurate billing issue, CenturyLink denies all issues associated with billing. They also complain that the number of disputes is less than NTS has shown. How do you respond?**

361 A. The disputes that I refer to are disputes by product ID not by billing account number  
362 (“BAN”). I feel that if there is an error in billing on a product ID that equates to one  
363 dispute. On (BAN”) 304078513, we have over three hundred product IDs. So on a  
364 monthly statement if we have ten disputes on separate product IDs, it appears  
365 CenturyLink believes that should be classified as one dispute? We disagree.

366  
367 **Q. Can you give an example of this?**

368 A. Yes. I ordered a new T-1 for the North Pekin collocation in November 2010. On the  
369 first billing from CenturyLink BAN 1057NTSSS3, NTS was over-charged \$323.77 due  
370 to incorrect non-recurring charges (“NRC”) and monthly recurring charges (“MRC”). It  
371 was billed as “CABS” instead of “Ensemble” per the ICA. I called Matt Green at  
372 CenturyLink immediately to have the billing corrected and transferred to the correct BAN  
373 304071228. Per Matt Green’s instructions, I paid the correct rates for MRC and NRC per  
374 the ICA which left a balance forward each month. This started a monthly  
375 correspondence in regards to this issue with either Matt Green, Scott Nolen, Dallas James  
376 or Jeremy Albritton. NTS received disconnection notices due to this problem. In  
377 November 2011, I was advised by Matt Green that in order to get this matter resolved  
378 NTS needed to pay the total balance of \$625.50 to zero out balance for the CABS billing  
379 and a credit would appear on the correct BAN 304071228. NTS did comply with the  
380 request. CenturyLink didn’t move it to the correct BAN 304071228, instead moving the  
381 monthly billing for this T-1 to an obsolete BAN #410806854 that we once used for  
382 directory assistance products, and they still charged us the CABS rate and not Ensemble  
383 while adding an additional \$13.00 “Central Office Line Charge.” On December 09, 2011

I e-mailed Matt Green and advised him that this problem was ongoing since I am still receiving CABS billing for December 2010 through January 2012 and we were also being billed for the same T-1 on the obsolete BAN # 410806854, so we are now being double billed for this T-1 on two different BANs. The charges on BAN 410806854 remained until May 2012 and on CABS BAN 1057NTSSS3 until January 2012. We never received the credit due from CenturyLink on the original correct BAN 304071228. The billing problems on the North Pekin T-1 would still be ongoing if I didn't finally cancel it in February 2012.

**Q. In paragraph 27 of CenturyLink's response it claims that it is prompt in its dispute resolution and that there are currently no active disputes. How do you respond?**

A. It has taken CenturyLink up to ten months to resolve disputes especially when it involves a circuit disconnect. They will continue to charge until we go through disputes, disputes being denied because they can't find the circuit to disconnect again because they never completed changing over the old systems to the new, and also because they ignore disputes they don't understand.

**Q. Still regarding billing issues, CenturyLink in paragraph 28 denies improperly billing circuits after they were disconnected. Is that true?**

A. This has been an ongoing issue since 2008. The reason this is happening is because NTS' older circuits prior to CenturyLink going to new systems were never migrated to the new systems. Circuits ordered by NTS and assigned by CenturyLink were never

brought over to the new systems. So in cases of trouble, changes or disconnects not occurring, it seems to us that until CenturyLink organizes a committee and get executive approval, they will continue billing disconnected circuits. This is simply because CenturyLink never completed its work on the new systems. Billing continues in one system because they can't disconnect it in another system. See Attachment 13.

**Q. Continuing with billing issues in paragraph 29, CenturyLink admits to overcharging on newer installed loops due to problems with its billing system. How do you respond?**

A. I have reconciled monthly billing where we have ten new loop charges, four have the correct service order charge and the other six do not. I noticed that in July 2011 that the service order charges increased to \$25.25. I disputed these charges and the response that I received was that our orders were being processed manually and not electronically. I called Scott Nolan at CenturyLink and he confirmed that our orders were in fact being submitted electronically. I did re-dispute these charges and finally received a credit from CenturyLink in April 2012 – that took 10 months. So disputes are not being handled as efficiently as CenturyLink would like to believe, and that continues to stretch scarce NTS resources.

**Q. In Paragraph 31, CenturyLink disputes that they have received any dispute on charges related to interconnection trunks. Is this true?**

A. No. NTS has always followed whatever current guidelines have been provided by CenturyLink and the interconnection agreement or followed the directions of the account

manager. Our Chief Financial Officer, Scott Luft, prepared the disputes on interconnection trunks.

**Q. In another billing issue in paragraph 32, CenturyLink denies that it is improperly billing NTS in a BAN associated with directory assistance. How do you respond to this?**

A. The new orders are not being billed on the proper BAN for collocation so what BAN are they getting billed on? They are certainly not free; they are being billed on an obsolete BAN #410806854 for directory assistance (which NTS does not order from CenturyLink). The only way to resolve this is to make a remittance spreadsheet each month and send it to Scott Nolan. He then distributes the charges to their proper BAN. CenturyLink should not be entitled to bill charges on whichever BAN it chooses as this creates unnecessary work for NTS.

**Q. In paragraph 33, CenturyLink denies that the amount of the billing disputes, and any mis-billing. How do you respond?**

A. I suggest that CenturyLink go back and review the disputes that NTS has submitted since 2008 and look at the total of credits given for the errors in billing. I have documented over 532 disputes (by product ID) and NTS has received over \$10,400.00 in credits. Not only is this very frustrating, but it takes up scarce human resources' that NTS cannot afford. See Attachment 14.

451 **Q. In paragraph 34 CenturyLink admits to changing its dispute resolution portal**  
452 **and now requires NTS to send disputes to an e-mail address. It further claims it has**  
453 **every right to have done so. How do you respond to this?**

454  
455 A. The previous dispute portals provided by CenturyLink was more informative in  
456 respect to keeping track of disputes, past and present. The new dispute resolution  
457 involves sending the dispute via email, receiving an acknowledgement and an email with  
458 either a credit memo or a rejection of the dispute. I believe that CenturyLink has every  
459 right to change its dispute resolution but it is not user friendly and disputes can fall  
460 through the cracks if not carefully watched. Earlier in my testimony I gave examples of  
461 how long these take to resolve.

462  
463 **Q. In Section D paragraph 35, CenturyLink denies that NTS pre-qualifies orders to**  
464 **ensure that customer name and address information matches and accuses NTS of**  
465 **not properly insuring that the information is correct. How do you respond?**

466 A. We started using the EZ Local ordering system I believe in 2009. This system  
467 accepted the order without verifying the address and many times it was rejected because  
468 the address did not match what CenturyLink had on file. This happened a lot especially  
469 with number ports. There were numerous times when NTS verified the address with the  
470 customer and on city maps but the order was still rejected. We had discussed this with  
471 CenturyLink on a call with Tommy Fields of CenturyLink. We suggested that both  
472 companies utilize the Street Address Guide ("SAG") as the baseline. We never heard  
473 back from them. See Attachment 16.

474

475 **Q. In paragraphs 36 and 37, CenturyLink denies that it refuses to issue a Firm**  
476 **Order Commitment date for installation because the address exactly matched what**  
477 **was in CenturyLink's database even if the information in CenturyLink's database is**  
478 **wrong. It claims that NTS is submitting orders with the wrong information. How**  
479 **do you respond?**

480 A. This is an issue we have discussed many times with CenturyLink representatives and  
481 have shown where the information in CenturyLink's database is incorrect. CenturyLink  
482 in the past has stated that they were willing to work with NTS on this issue, but have  
483 failed to do so. NTS has not changed any of its databases and systems as many times as  
484 CenturyLink has and furthermore, all NTS' employees and officers actually live in the  
485 Illinois towns where the service is being provided so they actually know the street  
486 addresses and many of the customers that live there. During one of the many conference  
487 calls it was proposed that the SAG be the basis for the correct address information. To  
488 our knowledge, that has never happened and CenturyLink employees still insist that its  
489 database, right or wrong, is the only acceptable information basis for determining the  
490 correct name and address. It has gotten to the point of being extreme when an order is  
491 refused because the name being submitted is "James Smith" instead of "J. Smith" which  
492 might appear in the CenturyLink database. The customer should know his own name, but  
493 not according to CenturyLink. The only way to get it through is to put the incorrect  
494 information on the order because that is what CenturyLink insists on.

495

496 **Q. In section E and paragraphs 38, 39 and 40, NTS alleges installation and repair**  
497 **delays and blames. CenturyLink blames the delays on NTS despite the statistics and**  
498 **reports provided by NTS. How do you respond to this?**

499 A. NTS can provide numerous examples where CenturyLink causes delays on orders.  
500 See Attachment 24 for numerous examples of such issues. CenturyLink has put orders in  
501 “jeopardy” status on or past the due date on the firm order commitment (“FOC”).  
502 CenturyLink usually states that the line pair or PIN that NTS is trying to use is in use by  
503 another customer. This happened because CenturyLink failed to cancel an order from  
504 NTS to have the circuit ID and associated PIN cancelled on the previous customer. In  
505 these cases, I have to call Scott Nolan at CenturyLink and explain the circumstances and  
506 he eventually gets it resolved but it causes a delay for NTS to provide service for its  
507 customer.

508  
509 CenturyLink has not met the due date in many cases since 2008. In March I received a  
510 quarterly report from our installation technician wherein he noted that since January  
511 2012, we have had thirteen missed FOCs. See Attachment 17. When there is a missed  
512 FOC, we are forced to call in a trouble ticket to CenturyLink. CenturyLink requires a  
513 twenty four hour window so this delays the service to an NTS customer even further.  
514 Even after the delays, CenturyLink never calls back to let us know when it’s resolved,  
515 forcing us to constantly call for updates. They seem to make this process as hard as  
516 possible.

517



**Q. In paragraph 41, CenturyLink denies that it improperly handles NTS trouble reports by not notifying NTS when the trouble is resolved. CenturyLink states that they notify the customer at the customer premise and they do not have a responsibility to notify NTS as well. How would you respond to this?**

A. In the first place, CenturyLink has no business closing anything out with NTS' end user customers. NTS' end user customers did not report the trouble – NTS did. The call back number on the trouble report is always NTS' number not the end user's number. This response from CenturyLink is quite troubling to NTS. It suggests that NTS, as CenturyLink's customer, is not entitled to receive any information on the resolution of the trouble it reported. Meanwhile, NTS' end user customer, with whom CenturyLink should not have a relationship with, does receive the information.

In the rest of the Verified Response, CenturyLink goes through great lengths to try and blame NTS. They simply ignore the fact that NTS does determine where the trouble is in the network before reporting it. CenturyLink owns the circuit and if the trouble is isolated by NTS, usually by showing that there is no trouble with either the customer premise equipment, nor the NTS collocation space, then the problem must be somewhere in CenturyLink's network. In previous discussions and communications, including formal letters to CenturyLink, it was determined that in many cases the trouble was in CenturyLink's network. Problems such as: open circuits, shorts, grounds, missing loops, missing MDF jumpers, and loops that CenturyLink technicians appropriated to repair CenturyLink customer service.

541 In many of these trouble reports, where NTS proved the trouble was with CenturyLink's  
542 network, a CenturyLink technician would repair the trouble and simply close it out as  
543 "No Trouble Found." This results in a charge to NTS for the CenturyLink truck roll.  
544 They have never given us an explanation as to how that kept occurring.

545

546 On one of the conference calls, we asked why they continue tolerating falsification of  
547 company records in these trouble reports. This has been a problem since November 2008.  
548 At the meeting with ICC Staff, Ty Lemaster, then CenturyLink's General Manager in  
549 Pekin, committed to informing NTS when a repair has been completed. Obviously from  
550 its response, CenturyLink has not and does not intend to live up to that agreement.

551

552 **Q. In paragraph 43, please describe the situation during which CenturyLink**  
553 **delayed a NTS order simply because it was for an existing CenturyLink customer.**

554 A. CenturyLink did delay the order. CenturyLink further demanded that NTS call the  
555 customer and demand that they first cancel its service with CenturyLink before  
556 CenturyLink would accept the loop order from NTS. As far as I am aware, there is no  
557 state or federal rule or requirement that a customer cannot have two service providers at  
558 the same location. We know of many end users that have more than one provider. For  
559 example, we know of households where there are two Internet providers where one is  
560 used by the household and one is used for business purposes. Regardless, CenturyLink  
561 never gave the reason for denying the order as "lack of facilities." Instead, they denied  
562 NTS' loop order simply because that end user was currently a customer of CenturyLink.  
563 The customer had no intention of cancelling their current service at least until the new

564 service was installed. NTS never asked for a “HOT CUT” or any special provisioning  
565 where service would be transferred from CenturyLink to NTS so its response of “ NTS  
566 has the obligation to coordinate any special provisioning requests.....” is pure nonsense.  
567 We simply wanted a loop installed and CenturyLink denied it for no legitimate reason.

568 To us this is one of the worst cases of anti-competitive behavior in recent  
569 memory. We have e-mail evidence of this behavior and obviously this shows that  
570 CenturyLink will do almost anything to delay and undermine competition. They don’t  
571 seem to want to discourage this type of behavior as it seems to be very prevalent in our  
572 dealings with CenturyLink employees. See Attachment 23 for documentation of this  
573 incident.

574  
575 This also points out that CenturyLink has never separated its retail operations from its  
576 wholesale operations. The wholesale person taking the order should not question NTS  
577 about the existing CenturyLink customer where the loop order was going to be installed.  
578 That seems plainly wrong.

579  
580 **Q. In paragraph 45, NTS has complained that it has become difficult to resolve**  
581 **issues and that one of the reasons is that phone calls and e-mails are not returned or**  
582 **responded to in a timely fashion. CenturyLink admits assigning a new account**  
583 **manager but denies everything else. How do you respond?**

584 A. It appears to me that they are too busy with others things to bother returning our calls.  
585 E-mails encounter the same issue, especially e-mails to our account manager.

**Q. In paragraph 46 and 47, CenturyLink responds to NTS' stated allegation that with the acquisition of Embarq, CenturyLink instituted provisioning process changes along with a new billing system. What is your response to this?**

A. First of all, these circuits are leased from CenturyLink. These changes never migrated any of NTS' existing circuit IDs to CenturyLink's new systems. It appears that CenturyLink simply made up new circuit IDs with the resulting effect that when NTS needs to cancel, change, or report trouble on any of its circuits there is a delay while CenturyLink personnel or systems try to find the circuit information. CenturyLink admits to the new systems, but disputes any problem being brought to its attention and despite NTS providing it with all of NTS' circuit information, the problems still occur. This has been brought to CenturyLink's attention on numerous occasions.

As I stated previously in my testimony this is causing delays every time NTS needs to order a change, cancellation or report a trouble on a particular circuit. CenturyLink denies any responsibility and blames NTS for not somehow magically moving its circuits to CenturyLink's systems. CenturyLink assigned these circuits to NTS when they were ordered. These circuits should have been migrated into CenturyLink's new systems when they converted to the new systems. How is NTS responsible for migrating circuit IDs from CenturyLink's old internal systems to its new internal systems? In effect CenturyLink is claiming that NTS is somehow responsible for getting into (without any access) CenturyLink's internal systems and somehow converting these circuits to CenturyLink's new internal system. This is incredible—these are CenturyLink's assigned circuit IDs. NTS didn't self-assign these. This situation has been going on for almost

610 four years and nobody at CenturyLink will take responsibility for it. This alone has  
611 caused NTS to lose hundreds of man hours and numerous delays in getting circuits  
612 repaired. The direct cause of CenturyLink's failure to take responsibility for this has cost  
613 NTS greatly in time, revenue, reputation with customers, and extreme frustration just in  
614 the normal course of doing business with CenturyLink.

615  
616 **Q. In Paragraph 48, NTS states that in October of 2011, NTS technicians were**  
617 **unable to access its colocation at the Pekin Main central office. NTS discovered**  
618 **after calling to complain that CenturyLink had changed its access system without**  
619 **notifying NTS. CenturyLink responds that it admits it did implement a change in**  
620 **its access system which they claim was resolved within 10 minutes to NTS' complete**  
621 **satisfaction. How would you respond to this?**

622 A. After finding out that we were locked out of the central office at Pekin Main and  
623 calling CenturyLink, we were granted access to Pekin Main the next day. Someone had  
624 to let our tech into Pekin Main that day when the local CenturyLink people suddenly  
625 realized that NTS needed to access its equipment. Maybe that single action happened in  
626 10 minutes. Other than that we have no idea where that ten minute time frame came from  
627 that the CenturyLink response suggested. The following week we discovered that we  
628 were also still shut out of our co-locations at the remotes in Manito and North Pekin.  
629 Obviously CenturyLink's planning for changing to this new access system not only didn't  
630 consider NTS access to Pekin Main, but also failed to recognize NTS' access to its other  
631 collocations. When we complained, we were told that we needed to submit new photos  
632 of our personnel to be processed by CenturyLink. This was after we were denied access

633 to Pekin Main. Further, we were told that if we needed access to the collocations other  
634 than Pekin Main, we had to call a cell phone number of one of the CenturyLink  
635 supervisors and he would let us into our other collocations. This obviously hampered our  
636 operations for two weeks while our technicians waited for someone to let them in. This  
637 was not acceptable to us, but it was the only access we were permitted for the foreseeable  
638 future. We never got complete access as we had previous to this fiasco until about two  
639 weeks later. See Attachment 18.

640  
641 This was not a single incident and it involved at least three collocation issues raised with  
642 CenturyLink which could have been avoided had CenturyLink simply notified NTS of  
643 the proposed change prior to its taking place and asked for new photos prior to shutting  
644 us out. None of that ever happened. NTS was completely ignored by CenturyLink in  
645 implementing a change that violated our collocation agreement with it. It would seem to  
646 us that the question of “who needs access” would have been the first thing asked in  
647 planning this change. Next would have been “who do we need to notify?” Obviously  
648 none of that happened. This was a clear violation of our agreement. See Attachment 19.

649  
650 We were denied access without notice and without justification. We also disagree that  
651 we were satisfied with CenturyLink’s response in the handling of this matter. How could  
652 anyone be satisfied with this? It violated our collocation agreement and we did not have  
653 full access to our equipment until two weeks later. We believe this was done  
654 deliberately.

655

**Q. In Section F of its response in paragraph 50 CenturyLink admits to scheduling testing of its back-up generators every Wednesday beginning in July 2010 for an hour between 10AM and 2PM and admit that they have been doing this for several years. They go on to deny that there is an alternative maintenance window in which this testing could be done. What is your response to this?**

A. While we agree that 83 Ill. Adm. Code requires the testing of the back-up generators. It is quite curious, however, that only beginning in July of 2010 did NTS equipment begin losing power and going down including 911 emergency services. NTS had been collocated for several years prior to July 2010 and never had power been an issue. This is especially suspicious since NTS purchases its power from CenturyLink as part of its Collocation Agreement and has done so since the beginning in 2002. It was hard for us to believe that because NTS suddenly lost power in July 2010. This is suspicious because NTS' existing back-up batteries always allowed for momentary switchover from commercial power to back-up power. Since the beginning, NTS has only purchased power from CenturyLink because we were assured that would be better since it was protected power just like CenturyLink's equipment was on.

NTS believes this was deliberate simply because in the previous months and even years dating back to when the collocation was established in 2002, NTS' equipment never lost power. During the previous eight plus years while the monthly generator run was exercised by then Gallatin River, NTS never experienced a loss of power and its UPS systems maintained critical systems power during the momentary switch over from commercial to generator, but suddenly NTS' entire switching network, including 911,

679 crashed for the entire time the generator was running. This could only happen if  
680 CenturyLink moved NTS power off of protected power as it had been on in the previous  
681 eight years .Between June and July 2010, I believe that someone at CenturyLink had NTS  
682 power removed from protected to non-protected. This is the only reasonable explanation  
683 that I can surmise anyway.

684  
685 **Q. Has CenturyLink ever given you a reason why this suddenly started occurring in**  
686 **July of 2010?**

687 A. We were told that NTS needed to do a power augment at considerable cost to NTS to  
688 supplement the existing power in the collocation space. As I stated above since we had  
689 no power issues in the past eight years we asked why all of a sudden we needed to do a  
690 power augment. We always believed that because we were purchasing central office  
691 power from CenturyLink, and had never had any power issues, that around the time that  
692 it started running the back-up generators on a weekly basis, CenturyLink must have taken  
693 NTS off of the protected central office power. Up until that time, NTS' existing UPS  
694 systems always provided the necessary back-up needed for the transfer from commercial  
695 power to back-up power. The fact that NTS power not only went down, but it stayed  
696 down during the entire time the back-up generators were running is contrary to what the  
697 CenturyLink responder states about only calls in progress being affected. The only  
698 logical conclusion and explanation of why NTS equipment started going down in July  
699 2010 is that CenturyLink re-routed NTS equipment off of protected power where it had  
700 been since 2002.



702 **Q. Once it was known by CenturyLink that during these weekly back-up generator**  
703 **tests that they were bringing down NTS customers, including 911, did they suspend**  
704 **these weekly tests and go back to what the Illinois Code actually requires for testing**  
705 **back-up systems?**

706 A. No, not at first. We asked that if they really needed to do this, and since they knew it  
707 was affecting service, that it be done in non-peak times such as a normal maintenance  
708 window between midnight and 2AM in the morning. We also asked if they would stop  
709 the weekly tests, since that was beyond what the Illinois Code required. They refused  
710 and continued doing this for a few weeks and only then agreed to go back to a monthly  
711 test to allow NTS to complete the augment. Again we were at their mercy and had no  
712 recourse. We believe this was done intentionally to hurt NTS' reputation and anti-  
713 competitive.

714  
715 **Q. In section G paragraph 54, CenturyLink answers the allegation of unfair**  
716 **marketing practices by using port out requests sent to CenturyLink by NTS. What**  
717 **is your understanding of this?**

718 A. NTS has proof that CenturyLink was engaged in this practice and CenturyLink denies  
719 it was doing anything unlawful claiming its anti-competitive behavior was a timing issue  
720 as its defense. See Attachment 20.

721  
722 **Q. In section H and paragraphs 56, 57, and 58 of its Verified Response,**  
723 **CenturyLink denies it engaged in slamming customers to CenturyLink's network.**  
724 **What is your response?**

725 A. The facts are that during preparations for installing a digital loop carrier (“DLC”) in  
726 the Crescent Street neighborhood, CenturyLink moved NTS customers off the UNE loops  
727 leased by NTS without NTS’ permission, and without NTS customer permission. While  
728 CenturyLink can claim that the entire network belongs to it whether it’s a UNE loop or  
729 not, it is hypocrisy to claim such an excuse in this case because CenturyLink has always  
730 refused to allow NTS UNE loops to ride on even an inch of fiber or pass through a DLC.  
731 Yet in this case, it moved NTS customers from copper UNE to its new DLC without an  
732 order or anyone’s permission. CenturyLink’s actions put those customers out service  
733 since they were no longer connected to NTS’ switch or equipment.

734  
735 **Q. Century Link in its response states that NTS could have ordered 56 kbps service**  
736 **from CenturyLink to place the eighteen customers affected by the Crescent DLC**  
737 **project. How would you respond?**

738 A. During the negotiations, CenturyLink informed us that the 56 kilobit per second  
739 service was not part of the services available to NTS, and in any case, that service would  
740 not have worked for NTS broadband customers as the available bandwidth is insufficient  
741 for broadband.

742  
743 **Q. Could you summarize your testimony here?**

744 A. Yes. I believe we have shown that through the Verified Complaint and in this  
745 testimony that CenturyLink in almost every action it takes makes it impossible, or at best  
746 extremely difficult, to do business with them. They create roadblocks to even the most  
747 common place actions like reporting a case of trouble – CenturyLink can not identify

748 circuits it had assigned to NTS. CenturyLink refuses to close out trouble tickets on cases  
749 of trouble that NTS reports. Instead, CenturyLink demands that it has the right to simply  
750 close out the trouble by communicating directly with NTS' customers and bypassing  
751 NTS. CenturyLink removes building access for NTS technicians to NTS' equipment in  
752 the collocations and never once explained, apologized or gave any notice as to why NTS  
753 was not notified of a change in access. CenturyLink made service quality commitments  
754 in front of ICC Staff and then walked out of the meeting and refused to refund pre-  
755 qualification charges it knows are bogus. CenturyLink arbitrarily changed the method for  
756 determining loop lengths and failed to notify NTS of the change causing delays and  
757 equipment issues for NTS. CenturyLink continually overcharges for electronic ordering  
758 and makes NTS dispute these charges. CenturyLink fails to remove disconnected circuits  
759 and continues to charge NTS for nonexistent loops, again because it can't find the circuits  
760 in its "new systems." CenturyLink's technicians continue to steal NTS loops to repair  
761 CenturyLink customer's bad pairs – showing that its field records are either in poor shape  
762 or that it simply doesn't care. CenturyLink exhibits at times either incompetence or  
763 deliberate sabotage when it takes hours to complete a coordinated hot cut for a customer  
764 when it should have taken less than a minute. It slams NTS customers and takes them out  
765 of service by moving them off assigned copper pairs and moving them to a DLC,  
766 effectively severing those customers from NTS' network. It refuses loop orders from  
767 NTS for no reason other than that the premise already has a CenturyLink customer there.  
768 This goes back to the reasons why it engaged in, or may still be engaging in, illegal  
769 marketing. CenturyLink has never properly separated its retail and wholesale operations.  
770 The retail hand always knows what the wholesale hand is doing. We have tried

771 addressing our concerns to upper management at CenturyLink with letters from our  
772 President to theirs, but these issues seem to continue. CenturyLink's Verified Answer is  
773 consistent with NTS' experience. The filing simply denied everything or just stated they  
774 had no knowledge of anything. NTS routinely notified CenturyLink of the problems. See  
775 Attachment 21 for a letter from NTS' President outlining problems. After four years of  
776 formal letters, conference calls, and almost daily interaction with these employees, now  
777 they seem to want to blame NTS or bury their heads in the sand.

778 **Q. Does this conclude your testimony at this time?**

779 A. Yes it does.